are striving to comprehend the innumerable, prankish ramblings of the Mississippi and Missouri rivers, and to straighten out the property rights which have been thrown into dire confusion. Sometimes, it is an inland town which the "Father of Waters" has, by some unexpected twist, converted into a river port; or, again, some riparian city of prominence that it has landed high and dry, a couple of miles or so from the present channel. In *Gill* v. *Lydick*, 59 N. W. R. 104, and *Bouvier* v. *Stricklett*, 59 N. W. R. 550, the Missouri has by some of its land-jumping freaks elicited two excellent decisions from the Nebraska court, declarative of the best law on the subject. The first of these treats as unworthy of consideration that ancient and indefensible doctrine, which strives to distinguish between land left by alluvion and that left by reliction, and decides that in imperceptible increases or decreases, alike, the riparian owner either receives the profit or bears the loss, irrespective of the means by which the river had accomplished these transformations. The opposite phase of the doctrine, namely, the affecting of rights by sudden and perceptible changes in the river's course, is dealt with in the second case. There the stream, the middle of which formed the boundary of several estates, had suddenly abandoned its old channel and had made a new course for itself by cutting across a neck or bend. On these facts, the court held that the boundary lines should remain as before, in the middle of the former bed.

LUMLEY *v.* WAGNER DENIED.—The case of *Lumley* v. *Wagner*, 1 De G. M. & G. 604, excited much comment at the time of its decision, and in the line of English cases to which it has given rise there is evidence of a desire not to go in any way beyond it, *Montague* v. *Flocton*, L R. 16 Equity 189, where an actor, defendant, was in effect restrained from doing anything at all but act for the plaintiff, being overruled at the first opportunity in *Whitwood Chem. Co.* v. *Hardman*, L. R. [1891] 2 Ch. 416. Such injunctions as that in *Lumley* v. *Wagner* have been grant d in New York on more than one occasion, where the same desire to limit the effect of the rule has not been apparent. One is interested, therefore to find Mr. Justice O. W. Holmes denying the rule entirely in the recent case of *Rice* v. *D'Arville* (Mass. Suffolk Equity Session, September 29, 1894).

"It is agreed on all hands," he says, "that a court of equity will not attempt to compel a singer to perform a contract to sing. . . . If this is so, as is admitted, it appears to me, with all respect to judges who may have taken a different view, that there is no sufficient justification for saying to an artist that although I will not put him in prison if he refuses to keep his contract, I will prevent him from earning his living otherwise, as a more indirect means of compelling him to do the same thing. I do not quite see why, if an equitable remedy is to be given for the purpose of making an artist keep his contract, the usual remedy should not be given, and the whole of it; why, if I say, 'If you do not sing for the plaintiff you shall not sing elsewhere.' I should not say, 'If you do not sing for the plaintiff you shall go to prison.' I think the later English judges are quite alive to the force of these considerations, and simply bow to the authority of *Lumley* v. *Wagner*, which, of course, does not bind me."

Mr. Justice Holmes dwells a moment on the reason for refusal to say,

"You must sing," and seems inclined to put it on the score of difficulty in seeing whether "the artist in good faith and really has given the other party the benefit of the talents for which he was engaged." In addition to this may there not be a feeling against restraint of the personal liberty of the citizen? Doing personal service because one is ordered to under the pains and penalties which a court of equity can inflict, seems dangerously like temporary slavery. And might not a court well say, "This is too much to give, whether or no we can do it, even to one who asks for the letter of his bond."

JUDGMENT OR SATISFACTION. — The Massachusetts Court has divided nearly evenly over the question of whether title passes on a judgment in trover or on its satisfaction. The case, *Miller* v. *Hyde*, 37 N. E. R. 760, was this: The defendant, a servant of the plaintiff's intestate, sold a horse belonging to him to a third person. The plaintiff recovered a judgment in trover and attached the horse for execution. The defendant's vendee reattached the horse and plaintiff could get no satisfaction for her judgment. All this was in Connecticut. Later in Massachusetts the plaintiff replevied the horse from the vendee, and the question was whether she should succeed in that action.

The majority, holding that title remained in plaintiff till satisfaction, maintained that the second action would lie; the minority, that having chosen her remedy, plaintiff had no further action.

The case was doubtless a hard one for the plaintiff, because she had a worthless judgment debtor and was too poor originally to give bond for replevin; but having chosen between the devil and the deep sea, should she not have abided by her choice? What she had was a right to possession of the horse, which she agreed to extinguish for a right to damages, when she brought her action. It is for the law to say which she shall have. If it is the former, the plaintiff during the time between judgment and satisfaction has gained a right, the right to damages, which corresponds to nothing she has lost. By hypothesis she has the right of possession still unimpaired, and besides that a right to damages quite independent and unconditional upon her right of possession, because it cannot be said that the right to damages is not complete as soon as judgment is passed. Doubtless judgment would not be passed if the wrong had already been remedied, but after judgment the right to damages is not dependent upon satisfaction beyond itself.

Now of course it is possible for the law to confer such a right, but it is no less than a gift, and even though it do not subject a defendant to two actions, if it has any meaning at all, gives the plaintiff two, for a right without an action is an absurdity. As Mr. Justice Holmes remarks, the replevin of the horse does not satisfy the judgment, and it is still outstanding.

"Hard cases must not make bad law." Though the law could not do justice in this case without this decision, it will not do justice in others with it. Suppose after a judgment in trover the defendant sells the article to another, and the plaintiff being dissatisfied with his chances on the judgment replevies from the vendee. Is it better to have two men vexed once with a suit, than one twice? The latter is customarily not tolerated, why should the former be? Two remedies for one wrong are not usually allowed by the law; trover and replevin are now in Massachusetts exceptions for no reason which should not deny the whole rule.